

In re: ) Chapter 11  
)  
Delphi Corporation, et al. ) Case No. 05-44481 (RDD)  
) (Jointly Administered)

Response to 9<sup>th</sup> Omnibus Objection to Claims by Delphi Corporation, *et al*; Sierra Liquidity Fund, LLC (Assignee); El Paso Heater & Supply Company (Assignor), Claim No. 2641

from: Sierra Liquidity Fund, LLC (Assignee); El Paso Heater & Supply Company (Assignor), Claim No. 2641, 2699 White Road, Ste. 255, Irvine, CA 92614, (949) 660-1144, ext. 17, fax: 949-660-0632, [saugust@sierrafunds.com](mailto:saugust@sierrafunds.com), [tganza@sierrafunds.com](mailto:tganza@sierrafunds.com)

to: Chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004

Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Attn: General Counsel)

Counsel for the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, IL 60606 (Attn: John Wm. Butler, Jr., John K. Lyons, and Randall G. Reese)

re: Sierra Liquidity Fund, LLC (Assignee); El Paso Heater & Supply Company (Assignor), Claim No. 2641

date: Wednesday, February 28<sup>th</sup>, 2007

Sierra Liquidity Fund, LLC ("Sierra") has received the Debtor's 9<sup>th</sup> Omnibus Objection to claims requesting that the above claim in the amount of \$4,944.50 be reduced and modified on the basis that the claim and asserted liability are not owing pursuant to the Debtor's books and records.

Sierra Liquidity Fund, LLC (Assignee) and El Paso Heater & Supply Company (Assignor) ("El Paso") Object to this Objection.

1. Please find attached sufficient documentation supporting the filed Proof of Claim # 2641 in an amount of \$4,944.50.
2. Upon review of the filed Proof of Claim and supporting documentation, we dutifully request that Debtors and the Court allow Claim # 2641 for the full filed amount of \$4,944.50 as liquidated and undisputed.
3. To expedite this matter, we suggest a Stipulation Agreement be prepared for the amount of \$4,944.50 and sent immediately to Sierra's attention for signature.
4. Copies of the following have been enclosed with this response: The Notice of 9<sup>th</sup> Omnibus Objection to Claim # 2641, the transfer agreement executed between Sierra Liquidity Fund, LLC (Assignee/Transferee) and El Paso Heater & Supply Company (Assignor), Proof of Claim # 2641 as originally filed by Sierra Liquidity Fund, LLC as Assignee and Attorney-In-Fact for El Paso Heater & Supply Company (Assignor) and the supporting documentation requested for claim # 2641 evidencing the amount of \$4,944.50 owed on Claim # 2641 filed by Sierra Liquidity Fund, LLC; Assignor: El Paso Heater & Supply Company **The supporting documents in Proof of Claim # 2641 include Invoices, Purchase Orders, and Proof of Deliveries.**
5. Sierra and El Paso see no basis on behalf of the Debtor for the proposed reduction and modification of Claim # 2641, as the supporting claim documentation (Invoices, Purchase Orders, and Proofs of Deliveries) clearly show a preponderance of evidence that the claim in the amount of \$4,944.50 remains due and owing as a valid unpaid pre-petition unsecured claim.
6. Sierra and El Paso do not object to the proposed Modified Debtor for which Claim # 2641 is against.

Please contact any of the following at your earliest convenience to resolve the objection.

Sierra Liquidity Fund, LLC Assignee and Attorney-In-Fact for El Paso Heater & Supply Company.

Scott August  
949-660-1144, ext. 17  
[saugust@sierrafunds.com](mailto:saugust@sierrafunds.com)

Tammy Garza  
949-660-1144 ext. 22  
[tganza@sierrafunds.com](mailto:tganza@sierrafunds.com)

Jim Riley  
949-660-1144 ext. 16  
[jriley@sierrafunds.com](mailto:jriley@sierrafunds.com)

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
DELPHI CORPORATION, <u>et al.</u>	:	Case No. 05-44481 (RDD)
Debtors.	:	(Jointly Administered)
-----	x	

NOTICE OF OBJECTION TO CLAIM

El Paso Heater & Supply & Sierra Liquidity Fund:

Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), are sending you this notice. According to the Debtors' records, you filed one or more proofs of claim in the Debtors' reorganization cases. Based upon the Debtors' review of your proof or proofs of claim, the Debtors have determined that one or more of your claims identified in the table below should be disallowed and expunged as summarized in that table and described in more detail in the Debtors' Ninth Omnibus Objection To Certain Claims (the "Ninth Omnibus Objection"), a copy of which is enclosed (without exhibits). The Debtors' Ninth Omnibus Objection is set for hearing on March 22, 2007 at 10:00 a.m. (prevailing Eastern time) before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004. AS FURTHER DESCRIBED IN THE ENCLOSED NINTH OMNIBUS OBJECTION AND BELOW, THE DEADLINE FOR YOU TO RESPOND TO THE DEBTORS' OBJECTION TO YOUR CLAIM(S) IS 4:00 P.M. (PREVAILING EASTERN TIME) ON MARCH 15, 2007. IF YOU DO NOT RESPOND TIMELY IN THE MANNER DESCRIBED BELOW, THE ORDER GRANTING THE RELIEF REQUESTED MAY BE ENTERED WITHOUT ANY FURTHER NOTICE TO YOU OTHER THAN NOTICE OF ENTRY OF AN ORDER.

The enclosed Ninth Omnibus Objection identifies six different categories of objections. The category of claim objection applicable to you is identified in the table below in the column entitled "Basis For Objection":

Claims identified as having a Basis For Objection of "Insufficiently Documented Claim" are those Claims that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim.

Claims identified as having a Basis For Objection of "Untimely Insufficiently Documented Claim" are those Claims that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim, and also were not timely filed pursuant to the Order Under 11 U.S.C. §§ 107(b), 501, 502, And 1111(a) And Fed R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), And 5005(a) Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And Manner Of Notice Thereof, dated April 12, 2006 (Docket No. 3206) (the "Bar Date Order").

Claims identified as having a Basis For Objection of "Books and Records Claim" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records.

Claims identified as having a Basis For Objection of "Untimely Books and Records Claim" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records and were also not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Untimely Claim" are those Claims were not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Claims Subject to Modification" are those Claims for which (a) the Debtors have determined were overstated or were denominated in foreign currencies and the Debtors seek to modify to a fully liquidated, U.S.-denominated amount, and/or (b) the Debtors seek to appropriately re-classify the total amount of such remaining Claims, and/or (c) the Debtors seek to specify the appropriate Debtor by case number.

Date Filed	Claim Number	Asserted Claim Amount <sup>1</sup>	Basis For Objection	Treatment Of Claim		
				Modified Debtor	Modified Amount	Modified Nature
4/13/2006	2641	\$4,944.50	Claims Subject to Modification	05-44640	\$3,654.50	General Unsecured

↳ DAS

If you wish to view the complete exhibits to the Ninth Omnibus Objection, you can do so on [www.delphidocket.com](http://www.delphidocket.com). If you have any questions about this notice or the Ninth Omnibus Objection to your claim, please contact Debtors' counsel by e-mail at [delphi@skadden.com](mailto:delphi@skadden.com), by telephone at 1-800-718-5305, or in writing to Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton). Questions regarding the amount of a claim or the filing of a claim should be directed to Claims Agent at 1-888-249-2691 or [www.delphidocket.com](http://www.delphidocket.com). CLAIMANTS SHOULD NOT CONTACT THE CLERK OF THE BANKRUPTCY COURT TO DISCUSS THE MERITS OF THEIR CLAIMS.

THE PROCEDURES SET FORTH IN THE ORDER PURSUANT TO 11 U.S.C. § 502(b) AND FED. R. BANKR. P. 2002(m), 3007, 7016, 7026, 9006, 9007, AND 9014 ESTABLISHING (I) DATES FOR HEARINGS REGARDING OBJECTIONS TO CLAIMS AND (II) CERTAIN NOTICES AND PROCEDURES GOVERNING OBJECTIONS TO CLAIMS, ENTERED DECEMBER 7, 2006 (THE "CLAIMS OBJECTION PROCEDURES ORDER"), ARE APPLICABLE TO YOUR PROOFS OF CLAIM THAT ARE SUBJECT TO OBJECTION BY THE DEBTORS PURSUANT TO THE OBJECTION SET FORTH ABOVE. A COPY OF THE CLAIMS OBJECTION PROCEDURES

<sup>1</sup> Asserted Claim Amounts listed as \$0.00 generally reflect that the claim amount asserted is unliquidated or is denominated in a foreign currency.

ORDER IS INCLUDED HERewith. THE FOLLOWING SUMMARIZES THE PROVISIONS OF THAT ORDER BUT IS QUALIFIED IN ALL RESPECTS BY THE TERMS OF THAT ORDER.

If you disagree with the Ninth Omnibus Objection, you must file a response (the "Response") and serve it so that it is actually received by no later than 4:00 p.m. (Prevailing Eastern Time) on March 15, 2007. Your Response, if any, to the Ninth Omnibus Claims Objection must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Claims Objection Procedures Order, (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel) and (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton).

Your Response, if any, must also contain at a minimum the following: (i) the title of the claims objection to which the Response is directed; (ii) the name of the claimant and a brief description of the basis for the amount of the claim; (iii) a concise statement setting forth the reasons why the claim should not be disallowed and expunged, including, but not limited to, the specific factual and legal bases upon which you will rely in opposing the claims objection; (iv) unless already set forth in the proof of claim previously filed with the Court, documentation sufficient to establish a prima facie right to payment; provided, however, that you need not disclose confidential, proprietary, or otherwise protected information in the Response; provided further, however, that you must disclose to the Debtors all information and provide copies of all documents that you believe to be confidential, proprietary, or otherwise protected and upon which you intend to rely in support of the claim; (v) to the extent that the claim is contingent or fully or partially unliquidated, the amount that you believe would be the allowable amount of such claim upon liquidation of the claim or occurrence of the contingency, as appropriate; and (vi) the address(es) to which the Debtors must return any reply to the Response, if different from the address(es) presented in the claim.

If you properly and timely file and serve a Response in accordance with the above procedures, and the Debtors are unable to reach a consensual resolution with you, the hearing on any such Response will automatically be adjourned from the March 22, 2007 hearing date to a future date to be set pursuant to the Claims Objection Procedures Order. With respect to all uncontested objections, the Debtors have requested that the Court conduct a final hearing on March 22, 2007 at 10:00 a.m. (prevailing Eastern time).

IF ANY PROOF OF CLAIM LISTED ABOVE ASSERTS CONTINGENT OR UNLIQUIDATED CLAIMS, YOU ARE REQUIRED BY THE CLAIMS OBJECTION PROCEDURES ORDER TO INCLUDE THE AMOUNT THAT YOU BELIEVE WOULD BE THE ALLOWABLE AMOUNT OF SUCH CLAIM UPON LIQUIDATION OF THE CLAIM OR OCCURRENCE OF THE CONTINGENCY, AS APPROPRIATE, IN ANY RESPONSE TO THE OBJECTION. PURSUANT TO THE CLAIMS OBJECTION PROCEDURES ORDER, THE DEBTORS MAY ELECT, IN THEIR SOLE DISCRETION, TO PROVISIONALLY ACCEPT SUCH AMOUNT AS THE ESTIMATED AMOUNT OF YOUR PROOF OF CLAIM PURSUANT TO SECTION 502(c) OF THE

BANKRUPTCY CODE FOR ALL PURPOSES OTHER THAN ALLOWANCE, BUT INCLUDING VOTING AND ESTABLISHING RESERVES FOR PURPOSES OF DISTRIBUTION. YOUR PROOF OF CLAIM WOULD REMAIN SUBJECT TO FURTHER OBJECTION AND REDUCTION, AS APPROPRIATE, AND TO SECTION 502(j) OF THE BANKRUPTCY CODE. THE DEBTORS' ELECTION WOULD BE MADE BY SERVING YOU WITH A NOTICE IN THE FORM ATTACHED TO THE CLAIMS OBJECTION PROCEDURES ORDER.

The Bankruptcy Court will consider only those Responses made as set forth herein and in accordance with the Claims Objection Procedures Order. If no Responses to the Ninth Omnibus Objection are timely filed and served in accordance with the procedures set forth herein and in the Claims Objection Procedures Order, the Bankruptcy Court may enter an order sustaining the Ninth Omnibus Objection without further notice other than notice of the entry of such an order as provided in the Claims Objection Procedures Order. Thus, your failure to respond may forever bar you from sustaining a claim against the Debtors.

EL PASO HEATER & SUPPLY & SIERRA LIQUIDITY FUND  
SIERRA LIQUIDITY FUND  
2699 WHITE ROAD STE 255  
IRVINE CA 92614

## Transfer of Claim

### Delphi Corporation, et al.

This agreement (the "Agreement") is entered into between Joe Robert Carson (ELPASO Heater) ("Assignor") and Sierra Liquidity Fund, LLC, Sierra Asset Management, LLC or assignee ("Assignee") with regard to the following matters:

1. Assignor in consideration of the sum of \_\_\_\_\_ ) of the current amount outstanding on the Assignor's trade claim (the "Purchase Price"), does hereby transfer to Assignee all of the Assignor's right, title and interest in and to all of the claims of Assignor (the "Claim") against Delphi Corporation, et al. (affiliates, subsidiaries and other related debtors) (the "Debtor"), in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court of New York, Southern District, in the current amount of not less than \$4,944.50 [insert the amount due, which shall be defined as "the Claim Amount"], and all rights and benefits of the Assignor relating to the Claim including, without limitation, Assignor's rights to receive interest, penalties and fees, if any, which may be paid with respect to the Claim, and all cash, securities, instruments, and other property which may be paid or issued by the Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment is an absolute and unconditional assignment of ownership of the Claim, and shall not be deemed to create a security interest.
2. Assignee shall be entitled to all distributions made by the Debtor on account of the Claim, even distributions made and attributable to the Claim being allowed in the Debtor's case, in an amount in excess of the Claim Amount. Assignor represents and warrants that the amount of the Claim is not less than the Claim Amount, that this amount is the true and correct amount owed by the Debtor to the Assignor, and that no valid defense or right of set-off to the Claim exists.
3. Assignor further represents and warrants that no payment has been received by Assignor or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim, in whole or in part, to any third party, that Assignor owns and has title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses that have been or may be asserted by or on behalf of the Debtor or any other party to reduce the amount of the Claim or to impair its value.
4. Should it be determined that any transfer by the Debtor to the Assignor is or could have been avoided as a preferential payment, Assignor shall repay such transfer to the Debtor in a timely manner. Should Assignor fail to repay such transfer to the Debtor, then Assignee, solely at its own option, shall be entitled to make said payment on account of the avoided transfer, and the Assignor shall indemnify the Assignee for any amounts paid to the Debtor. If the Bar Date for filing a Proof of Claim has passed, Assignee reserves the right, but not the obligation, to purchase the Trade Claim for the amount published in the Schedule F.
5. Assignor is aware that the Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this agreement, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of the Debtor (financial or otherwise), any other matter relating to the proceedings, the Debtor, or the likelihood of recovery of the Claim. Assignor represents that it has adequate information concerning the business and financial condition of the Debtor and the status of the Proceedings to make an informed decision regarding its sale of the Claim.
6. In the event that the Claim is disallowed, reduced, subordinated, or impaired for any reason whatsoever, Assignor agrees to immediately refund and pay to Assignee, a pro-rata share of the Purchase Price equal to the ratio of the amount of the Claim disallowed divided by the Claim, plus 8% interest per annum from the date of this Agreement. The Assignee, as set forth below, shall have no obligation to otherwise defend the Claim, and the refund obligation of the Assignor pursuant to this section shall be absolutely payable to Assignee without regard to whether Assignee defends the Claim. The Assignee or Assignor shall have the right to defend the claim, only at its own expense and shall not look to the counterparty for any reimbursement for legal expenses.
7. To the extent that it may be required by applicable law, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim. Assignor grants unto Assignee full authority to do all things necessary to enforce the Claim and Assignor's rights thereunder. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that the Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings or in any other dispute arising out of or relating to the Claim, whether or not suit or other proceedings are commenced, and whether in mediation, arbitration, at trial, on appeal, or in administrative proceedings. Assignor agrees to

take such reasonable further action, as may be necessary or desirable to effect the Assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

8. Assignor shall forward to Assignee all notices received from the Debtor, the court or any third party with respect to the Claim, including any ballot with regard to voting the Claim in the Proceeding, and shall take such action with respect to the Claim in the proceedings, as Assignee may request from time to time. Assignor acknowledges that any distribution received by Assignor on account of the Claim from any source, whether in form of cash, securities, instrument or any other property or right, is the property of and absolutely owned by the Assignee, that Assignor holds and will hold such property in trust for the benefit of Assignee and will, at its own expense, promptly deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

9. In the event of any dispute arising out of or relating to this Agreement, whether or not suit or other proceedings is commenced, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings, or in bankruptcy (including, without limitation, any adversary proceeding or contested matter in any bankruptcy case filed on account of the Assignor), the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney fees.

10. The terms of this Agreement shall be binding upon, and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns.

11. Assignor hereby acknowledges that Assignee may at any time further assign the Claim together with all rights, title and interests of Assignee under this Agreement. All representations and warranties of the Assignor made herein shall survive the execution and delivery of this Agreement. This Agreement may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

12. This contract is not valid and enforceable without acceptance of this Agreement with all necessary supporting documents by the Transferee, as evidenced by a countersignature of this Agreement. The Assignee may reject the proffer of this contract for any reason whatsoever.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement may be brought in any state or federal court located in California, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Agreement, and in any action hereunder, Assignor and Assignee waive any right to demand a trial by jury.

If you have filed a Proof of Claim please check here: \_\_\_\_\_

**Please include invoices, purchase orders, and/or proofs of delivery that relate to the claim.**

Assignor hereby acknowledges and consents to all of the terms set forth in this Agreement and hereby waives its right to raise any objection thereto and its right to receive notice pursuant to rule 3001 of the rules of the Bankruptcy procedure.

IN WITNESS WHEREOF, the undersigned Assignor hereto sets his hand this 28 day of Nov, 2005.

ATTEST

By Jose R Cordero  
Signature

Jose Robert Cordero (OWNER)  
[Print Name and Title]

915-855-8191 cell #915-227-0566  
Phone Number

Sierra Liquidity Fund, LLC, Sierra Asset Management, LLC, et al.  
2699 White Rd, Ste 255, Irvine, CA 92614  
949-660-1144 x17; fax: 949-660-0632 [jriley@sierrafunds.com](mailto:jriley@sierrafunds.com)  
10/18/05

EL PASO HEATER & SUPPLY  
Name of Company 12025 ROJAS DR. STE 1  
EL PASO, TX 79938  
Street Address CONTROLS, SENSORS & HEATERS  
PH. (915) 855-8191

City, State & Zip

915-855-3386 El Paso Heater @ Mex.  
Fax Number Email NET

[Signature]  
Agreed and Acknowledged,  
Sierra Liquidity Fund, LLC, Sierra Asset Management, LLC, et al

<b>United States Bankruptcy Court Southern District Of New York</b>		<b>PROOF OF CLAIM</b> This Space For Court Use Only	
Name of Debtor <b>Delphi Corporation &amp; Delphi Automotive Systems, LLC</b>		Case Number <b>05-44481 &amp; 05-44640</b>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or other entity to whom the debtor owes money or property): <b>EL PASO HEATER &amp; SUPPLY +</b> <b>Sierra Liquidity Fund</b>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.  <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Address where notices should be sent:  <b>Sierra Liquidity Fund</b> <b>2699 White Road - Suite 255</b> <b>Irvine, CA 92614</b>		This Space For Court Use Only	
Telephone Number: 949-660-1144 x 17		Last four digits of account or other number by which creditor identifies debtor:	
1. Basis for Claim <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)	
2. Date debt was incurred: <b>Various</b>		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim dated: _____	
3. If court judgment, date obtained:			
4. Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations.			
Unsecured Nonpriority Claim \$ <b>4,944.50</b>  <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		<b>Secured Claim.</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____	
Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured claim, all or part of which is entitled to priority. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).		<input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). * Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
5. Total Amount of Claim at Time Case Filed: \$ <b>4,944.50</b> (Secured) (Priority) <b>4,944.50</b> (Total)			
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 7. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 8. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			This Space For Court Use Only
Date: <b>4/11/06</b> Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <b>J. S. Riley</b>			This Space For Court Use Only

**EL PASO HEATER & SUPPLY COMPANY**

12025 Rojas Dr., Ste. I, El Paso, Texas 79936  
Telephone (915) 855-8191  
Facsimile (915) 855-3386

11-28-05

SIERRA LIQUIDITY FUND, LLC

ATTN: J. RILEY

PLEASE FIND ENCLOSED ALL THE INVOICES WE WILL LIKE TO SUBMIT FOR  
PAYMENT ACCORDING TO THE ENCLOSED "OFFER TO PURCHASE" THE  
ACCOUNTS RECEIVABLES.

WE ARE SENDING 7 INVOICES FOR A TOTAL OF \$ 4,944.50

PLEASE CALL ME RIGHT AWAY IS YOU HAVE ANY QUESTIONS.

THANK YOU,

  
ROBERT CORDERO  
OWNER

EL PASO HEATER & SUPPLY CO.  
915-855-8191

El Paso Heater & Supply Co.

**Aged Receivables**

As of Nov 30, 2005

Filter Criteria includes: 1) IDs from DEL100 to DEL100. Report order is by ID. Report is printed in Detail Format.

Customer ID Customer Contact Telephone 1	Invoice/CM #	Amount Due	P.O. No	Date	Date Due
DEL100	025128	1,050.00	JMS42394	9/2/05	10/12/05
Delphi Automotive Systems S.A	025173	1,240.00	JMS42394	9/8/05	10/18/05
VERONICA	025205	598.00	JMS42524	9/12/05	10/22/05
(915)783-7233	025277	46.50	JMS42630	9/20/05	10/30/05
	025285	240.00	JMS41546	9/21/05	10/31/05
	025356	1,290.00	JMS42764	9/28/05	11/7/05
	025359	480.00	JMS42899	9/29/05	11/8/05

DEL100  
Delphi Automotive Systems S.A

Report Total

**EL PASO HEATER & SUPPLY**  
**12025 ROJAS DR. STE 1**  
**EL PASO, TX 79936**  
**CONTROLS, SENSORS & HEATERS**  
**PH. (915) 855-8191**

**Invoice**

Invoice Number:

025128

Invoice Date:

Sep 2, 2005

Page:

1

El Paso Heater & Supply Co.  
12025 Rojas Dr. Ste. I  
El Paso, TX 79936  
United States

Voice: 915-855-8191

Fax: 915-855-3386

Duplicate

**Sold To:**

Delphi Automotive Systems S.A de CV  
P.O BOX 981012  
Accounts Payable  
El Paso, TX 79998-1012

**Ship to:**

DELPHI - E&T - ATTN: JAVIER VAZQUEZ  
48 WALTER JONES BLVD.  
BLDG "B", DOCK 87, 88  
EL PASO, TX 79906

**Customer ID**

DEL100

**Customer PO**

JMS42394

**Payment Terms**

Net 40 Days

**Sales Rep ID**

075-SR

**Shipping Method**

UPS RED COLLECT

**Ship Date****Due Date**

10/12/05

**Quantity**

2.00

**Item****Description****Unit Price****Extension**

PR078948 RESISTENCIA HOT RUNNER  
BUSHING 470W/230V DS250006

525.00

1,050.00

PLEASE SHIP SAME DAY - RUSH!!!  
MACHINE DOWN

Subtotal

1,050.00

Sales Tax

Freight

Total Invoice Amount

1,050.00

Payment/Credit Applied

**TOTAL**

1,050.00

Check/Credit Memo No:

PAGE 1

# PURCHASE ORDER

JMS42394

DELPHI AUTOMOTIVE SYSTEM  
EQUIPMENT & TOOLING  
48 WALTER JONES  
DOCKS 87 & 88  
EL PASO TX  
79906

SHIP TO:

US  
\*\*\*\*\*  
NO INVOICES REQUIRED TO ACCTS  
PAYABLE UNLESS OTHERWISE  
STATED ON PO OR RELEASE  
\*\*\*\*\*  
39440  
US

VENDOR NUMBER 83-805-5382  
EL PASO HEATER & SUPPLY CO  
12025 ROJAS DR STE I  
EL PASO TX  
79936

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS  
PACKAGES AND BILLS OF LADING  
ONE COPIES OF YOUR PACKING SLIP MUST ACCOMPANY EACH SHIPMENT.  
CITY IDENTIFICATION NUMBERS MUST BE SHOWN ON PACKING SLIPS AND  
INVOICES.  
INVOICE ATTN: ACCOUNTS PAYABLE  
DO NOT DECLARE VALUATION OF EXPRESS SHIPMENTS OR INSURE PARCEL  
POST.

ORDER DATE 08/15/05	PHONE: 915-783-7276
ALTERNATION EFFECTIVE DATE	R BANCHEZ
ALTERNATION EFFECTIVE DATE	3M
ALTERNATION EFFECTIVE DATE	BUYER
ALTERNATION EFFECTIVE DATE	PURCHASING AGENT
SHIP TO DELPHI E&E CALL 800-805-9433	

PAYMENT TERMS NET	2ND DAY OF 2ND MONTH	QUANTITY ORDERED	ITEM SEQUENCE	DESCRIPTION	DATE REQUIRED	TAX CODE/IN	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00001	2	PR078948 001		THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES)  RESISTENCIA PARA HOT RUNNER BUSHING 470 WATTS 230 VOLTS WHO ORDERED: JAVIER VAZQUEZ  HOT-RUNNER NOZZLE FAST HEAD DS250006 470 WATTS 240 VOLTS WHO ORDERED: JAVIER VAZQUEZ  ***** ATTENTION ALL SUPPLIERS ***** YOU CAN NOW VIEW PAYMENT STATUS ON-LINE USING E-DACOR. LOG ONTO THE DELPHI SUPPLIER PORTAL AT (HTTP://DELPHI.COVISINT.COM) FOR FREE REGISTRATION. CLICK ON THE REGISTRATION TAB, GO TO REGISTRATION TIMING AND CLICK ON "CLICK ON HERE TO REQUEST AN IMMEDIATE CONTACT FOR FOUR BUSINESS " FILL OUT THE FORM AND FOLLOW THE INSTRUCTIONS.  FOR DELPHI ENERGY & CHASSIS DIVISION ROUTING INSTRUCTIONS, PLEASE CALL MENLO LOGISTICS AT (800)805-9433 FOR DOMESTIC SHIPMENTS AND CALL DELPHI E & C DIVISIONAL LOGISTICS AT (248)813-4462	09/10/05 N 0.00%		525.0000		PC
00002	1	PR078987 001			08/09/05 N 0.00%		1240.0000		PC

CONTINUE PAGE 2

A002031 USER RUBEN SANCHEZ

# EL PASO HEATER & SUPPLY CO.

12025 ROJAS DRIVE, SUITE 1  
EL PASO, TX 79936  
(915) 855-8191

## INVOICE

INVOICE NUMBER:

25128

INVOICE DATE: 025128

PAGE: Sep 2, 2005

1

OLD TO:

Delphi Automotive Systems S.A de D DELPHI - E&T - ATTN: JAVIER VAZQUEZ  
P.O BOX 981012 48 WALTER JONES BLVD.  
Accounts Payable BLDG "B", DOCK B7, 88  
El Paso, TX 79998-1012 EL PASO, TX 79906

CUSTOMER ID		CUSTOMER PO		PAYMENT TERMS	
DEL100		JMS42394		Net 40 Days	
SALES REP ID		SHIPPING METHOD		SHIP DATE	DUE DATE
075-SR		UPS RED COLLECT			10/12/05
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXTENSION
2.00		PR078948 RESISTENCIA		525.00	1,050.00
		HOT RUNNER BURNING			
		470W/230V DS250006			
		PR078987 HOT-RUNNER		1.00 1,240.00	
		NOZZLE FASTHEAT DS250006			
		SV25001?			
		ORDERED BY: JAVIER VAZQUEZ			
		PLEASE SHIP SAME DAY - RUSH!!! MACHINE DOWN			
		7.0.D			
		J. Lopez 09/07/05			1,050.00
					1,050.00
					1,050.00

**Invoice**

Invoice Number:

025173

Invoice Date:

Sep 8, 2005

Page:

1

El Paso Heater & Supply Co.  
12025 Rojas Dr. Ste. I  
El Paso, TX 79936  
United States

Voice: 915-855-8191

Fax: 915-855-3386

Duplicate

**Sold To:**

Delphi Automotive Systems S.A de CV  
P.O BOX 981012  
Accounts Payable  
El Paso, TX 79998-1012

**Ship to:**

DELPHI - E&T - ATTN: JAVIER VAZQUEZ  
48 WALTER JONES BLVD.  
BLDG "B", DOCK 87, 88  
EL PASO, TX 79906

Customer ID	Customer PO	Payment Terms	
DEL100	JMS42394	Net 40 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
075-SR	UPS RED COLLECT		10/18/05

Quantity	Item	Description	Unit Price	Extension
1.00		PR078987 HOT-RUNNER NOZZLE FASTHEAT DS250006 SV25001?  ORDERED BY: JAVIER VAZQUEZ  PLEASE SHIP SAME DAY - RUSH!!! MACHINE DOWN	1,240.00	1,240.00

Subtotal 1,240.00

Sales Tax

Freight

Total Invoice Amount 1,240.00

Payment/Credit Applied

**TOTAL** 1,240.00

Check/Credit Memo No:

PAGE 1

PURCHASE ORDER

JMS42394

DELPHI AUTOMOTIVE SYSTEM  
EQUIPMENT & TOOLING  
48 WALTER JONES  
DOCKS 87 & 88  
EL PASO TX  
79906

SHIP TO:

US  
DELPHI-E  
32 CELERITY WAGON  
EL PASO TX  
79906

US  
\*\*\*\*\*  
NO INVOICES REQUIRED TO ACCTS  
PAYABLE UNLESS OTHERWISE  
STATED ON PO OR RELEASE  
\*\*\*\*\*

VENDOR NUMBER 83-805-5382  
EL PASO HEATER & SUPPLY CO  
12025 ROJAS DR STE I  
EL PASO TX  
79936

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS  
PACKAGES AND BILLS OF LADING  
ONE COPIES OF YOUR PACKING SLIP MUST ACCOMPANY EACH SHIPMENT.  
ITEM IDENTIFICATION NUMBERS MUST BE SHOWN ON PACKING SLIPS AND  
INVOICES.  
INVOICE ATTN: ACCOUNTS PAYABLE  
DO NOT DECLASS VALUATION OF EXPRESS SHIPMENTS OR INSURE PARCEL  
POST.

ORDER DATE	08/15/05	PHONE: 915-783-7276
ALTERNATION ISSUE DATE	3M	R SANCHEZ
ALTERNATION EFFECTIVE DATE		BUYER
		PURCHASING AGENT

SHIP TO  
DELPHI E&M CALL 800-805-9433

PAYMENT TERMS	2ND DAY OF 2ND MONTH	ITEM IDENTIFICATION NUMBER	QUANTITY ORDERED	YOUR NAME	DESCRIPTION	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
NET					THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES)					
00001	2	PR078948 001			RESISTENCIA PARA HOT RUNNER BUSHING 470 WATTS 230 VOLTS WHO ORDERED: JAVIER VAZQUEZ	09/10/05 N	0.00%	525.0000		PC
00002	1	PR078987 001			HOT-RUNNER NOZZLE FAST HEAD DS250006 470 WATTS 240 VOLTS WHO ORDERED: JAVIER VAZQUEZ	08/09/05 N	0.00%	1240.0000		PC

\*\*\*\*\* ATTENTION ALL SUPPLIERS \*\*\*\*\*

YOU CAN NOW VIEW PAYMENT STATUS ON-LINE USING  
E-DACOR. LOG ON TO THE DELPHI SUPPLIER PORTAL AT  
(HTTP://DELPHI.COVISINT.COM) FOR FREE REGISTRATION.  
CLICK ON THE REGISTRATION TAB, GO TO REGISTRATION  
TIMING AND CLICK ON "CLICK ON HERE TO REQUEST AN  
IMMEDIATE CONTACT FOR FOUR BUSINESS " FILL OUT THE  
FORM AND FOLLOW THE INSTRUCTIONS.

FOR DELPHI ENERGY & CHASSIS DIVISION ROUTING  
INSTRUCTIONS, PLEASE CALL MENLO LOGISTICS AT  
(800)805-9433 FOR DOMESTIC SHIPMENTS AND CALL  
DELPHI E & C DIVISIONAL LOGISTICS AT (248)813-4462


CONTINUE PAGE 2

A002031 USER RUBEN SANCHEZ



This is in response to your request for delivery information concerning the shipment listed below.

UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS  
UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS  
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UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS UPS



Thank you for giving us this opportunity to serve you.

Tracking results provided by UPS: Nov 22, 2005 6:18 P.M. Eastern Time (USA)

**Invoice**

Invoice Number:

025205

Invoice Date:

Sep 12, 2005

Page:

1

El Paso Heater & Supply Co.  
12025 Rojas Dr. Ste. I  
El Paso, TX 79936  
United States

Voice: 915-855-8191

Fax: 915-855-3386

Duplicate

**Sold To:**

Delphi Automotive Systems S.A de CV  
P.O BOX 981012  
Accounts Payable  
El Paso, TX 79998-1012

**Ship to:**

DELPHI AUTOMOTIVE SYSTEM  
LAREDO DIST. CENTER  
13701 MINES ROAD  
LAREDO, TX 78045

Customer ID	Customer PO	Payment Terms	
DEL100	JMS42524	Net 40 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
075-SR	UPS COLLECT		10/22/05

Quantity	Item	Description	Unit Price	Extension
2.00		000600137 CONTROLLER # KBP1-240D (3736) DC MOTOR SPEED CONTROLLER PENTA KP POWER/INDEXING & CYCLING CONTROL	299.00	598.00

Subtotal 598.00

Sales Tax

Freight

Total Invoice Amount 598.00

Payment/Credit Applied

**TOTAL** 598.00

Check/Credit Memo No:

PAGE

PURCHASE  
ORDER

JMS42524

DELPHI AUTOMOTIVE SYSTEMS  
DELPHI E&C PLANT 59 TORREON  
LAREDO DISTRIBUTION CENTER  
13701 MINES ROAD  
LAREDO TX  
78045 US

SHIP TO:

US

VENDOR NUMBER 83-805-5382  
EL PASO HEATER & SUPPLY CO  
12025 ROJAS DR STE I  
EL PASO TX  
79936

\*\*\*\*\*  
NO INVOICES REQUIRED TO ACCTS  
PAYABLE UNLESS OTHERWISE  
STATED ON PO OR RELEASE  
\*\*\*\*\*

INVOICE TO:

US

39440

THIS ORDER IS NOT BINDING UNTIL ACCEPTED. ACCEPTANCE SHOULD BE EXECUTED ON ACKNOWLEDGEMENT COPY  
WHICH MUST BE RETURNED TO THE SELLER WITHIN 10 DAYS OF THE DATE OF THE ORDER.  
ON THE REVERSE SIDE HEREOF ARE THE TERMS AND CONDITIONS TO WHICH SELLER AGREES BY ACCEPTANCE  
OF THIS ORDER. INCLUDING THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF, CONTAINS THE  
ENTIRE AGREEMENT BETWEEN THE PARTIES. NO OTHER AGREEMENT IN ANY WAY  
MODIFYING ANY OF SAID TERMS AND CONDITIONS WILL BE BINDING UPON THE BUYER UNLESS MADE IN WRITING AND  
SIGNED BY BUYERS AUTHORIZED REPRESENTATIVE.  
OF AGREEMENT CONTRACT NUMBER IS SHOWN HEREON. ADDITIONAL TERMS AND CONDITIONS ATTACHED  
HERE TO APPLY.

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS  
PACKAGES AND BILLS OF LADING(2) COPIES OF YOUR PACKING SLIP MUST ACCOMPANY EACH SHIPMENT.  
ITEM IDENTIFICATION NUMBER(S) MUST BE SHOWN ON PACKING SLIPS AND  
INVOICES.INVOICE ATTN: ACCOUNTS PAYABLE  
DO NOT DECLARE VALUATION OF EXPRESS SHIPMENTS OR INSURE PARCEL  
POST.

ORDER DATE	PHONE: 915-783-7432
08/26/05	M MACIEL
ALTERATION ISSUE DATE	BUYER
	HD
ALTERATION EFFECTIVE DATE	
PURCHASING AGENT	

SHIP VIA  
DELPHI E&M CALL 800-805-9433F.O.B. DESTINATION UNLESS OTHERWISE INDICATED  
FOB SHIPPING POINTPAYMENT TERMS  
NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NUMBER	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00001	2	000600137		THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES)  **THIS IS A CONFIRMING ORDER DO NOT DUPLICATE** CONFIRMED WITH: DIEGO GAMEZ  SHIPPING INSTRUCTIONS: PLEASE CALL UPS AT 800-354-7527 AND SCHEDULE PICKUP. PLEASE SEND CONSIGNEE GROUND. NO ACCOUNT INFORMATION IS NEEDED.  CONTROLLER 08/31/05 N 0.00% #KBP1-240D (3736) DC MOTOR SPEED CONTROLLER PENTA KB POWER/INDEXING & CYCLING CONTROL KB ELECTRONICS, INC CORAL SPRINGS, FL 33065 WHO ORDERED: 59A  ***** ATTENTION ALL SUPPLIERS ***** YOU CAN NOW VIEW PAYMENT STATUS ON-LINE USING E-DACOR. LOG ON TO THE DELPHI SUPPLIER PORTAL AT (HTTP://DELPHI.COVISINT.COM) FOR FREE REGISTRATION. CLICK ON THE REGISTRATION TAB, GO TO REGISTRATION TIMING AND CLICK ON " CLICK ON HERE TO REQUEST AN IMMEDIATE CONTACT FOR FOUR BUSINESS " FILL OUT THE FORM AND FOLLOW THE INSTRUCTIONS.						
								299.0000		PC

Pg 18 of 31

A002032 USER MARGARITA MACIEL

CONTINUE PAGE 2



**DELIVERY NOTIFICATION**

Dear Customer,

This is in response to your request for delivery information concerning the shipment listed below.

**Tracking Number:** 1Z 18E W91 03 5175 372 9  
**Reference Number(s):** EPH25205, EPH25205  
**Service Type:** GROUND  
**Package Weight:** 12.00 Lbs  
**Shipped or Billed on:** Sep 12, 2005  
**Delivered on:** Sep 14, 2005 4:25 P.M.  
**Delivered to:** LAREDO, TX, US  
**Signed by:** LOPEZ  
**Location:** DOCK

Thank you for giving us this opportunity to serve you.

Sincerely,  
United Parcel Service

Tracking results provided by UPS: Nov 22, 2005 6:19 P.M.  
Eastern Time (USA)

# Invoice

Invoice Number:

025277

Invoice Date:

Sep 20, 2005

Page:

1

El Paso Heater & Supply Co.  
12025 Rojas Dr. Ste. I  
El Paso, TX 79936  
United States

Voice: 915-855-8191

Fax: 915-855-3386

Duplicate

## Sold To:

Delphi Automotive Systems S.A de CV  
P.O BOX 981012  
Accounts Payable  
El Paso, TX 79998-1012

## Ship to:

DELPHI AUTOMOTIVE SYSTEM EQUIP AND TOOL  
48 WALTER JONES BLVD.  
BLDG "B", DOCK 87, 88  
EL PASO, TX 79906

Customer ID	Customer PO	Payment Terms	
DEL100	JMS42630	Net 40 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
075-SR	UPS COLLECT 8X7273		10/30/05

Quantity	Item	Description	Unit Price	Extension
1.00		PRU67944 001 HONEYWELL CIRCULAR CHART P.N. 30755317 (ONE PK=100PCS) WHO ORDERED: OSCAR GUILLEN	46.50	46.50

Subtotal 46.50  
Sales Tax  
Freight  
Total Invoice Amount 46.50  
Payment/Credit Applied  
**TOTAL 46.50**

Check/Credit Memo No:

PURCHASE ORDER

JMS42630

DELPHI AUTOMOTIVE SYSTEM  
EQUIPMENT & TOOLING  
48 WALTER JONES  
DOCKS 87 & 88  
EL PASO TX  
79906

SHIP TO:

US

\*\*\*\*\*  
NO INVOICES REQUIRED TO ACCTS  
PAYABLE UNLESS OTHERWISE  
STATED ON PO OR RELEASE  
\*\*\*\*\*

US

VENDOR NUMBER 83-805-5382  
EL PASO HEATER & SUPPLY CO  
12025 ROJAS DR STE I  
EL PASO TX  
79936

INVOICE TO:

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS  
PACKAGES AND BILLS OF LADING  
(2) COPIES OF YOUR PACKING SLIP MUST ACCOMPANY EACH SHIPMENT.  
ITEM IDENTIFICATION NUMBER(S) MUST BE SHOWN ON PACKING SLIPS AND  
INVOICES.  
INVOICE ATTN: ACCOUNTS PAYABLE  
DO NOT DECLARE VALUATION OF EXPRESS SHIPMENTS OR INSURE PARCEL  
POST.

ORDER DATE	09/05/05	PHONE: 915-782-8071
ALTERATION ISSUE DATE		O MAGANA Oscar
ALTERATION EFFECTIVE DATE		MAG BUYER 2 Magana

PURCHASING AGENT

SHIP VIA  
DELPHI E&M CALL 800-805-9433

PAYMENT TERMS		2ND DAY OF 2ND MONTH		F.O.B.		DESTINATION UNLESS OTHERWISE INDICATED		DELPHI E&EM CALL 800-805-9433				
NET		FOB COLLECT										
ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NUMBER	NOUN NAME	DESCRIPTION	R/Q NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE			
00001	1	PRU67944 001		THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES)  **THIS IS A CONFIRMING ORDER DO NOT DUPLICATE** CONFIRMED WITH: DIEGO GAMEZ  HONEYWELL CIRCULAR CHART P.N 30755317 (ONE PK=100PCS) WHO ORDERED: OSCAR GUILLEN  ***** ATTENTION ALL SUPPLIERS ***** YOU CAN NOW VIEW PAYMENT STATUS ON-LINE USING E-DACOR. LOG ONTO THE DELPHI SUPPLIER PORTAL AT (HTTP://DELPHI.COVISINT.COM) FOR FREE REGISTRATION. CLICK ON THE REGISTRATION TAB, GO TO REGISTRATION TIMING AND CLICK ON " CLICK ON HERE TO REQUEST AN IMMEDIATE CONTACT FOR FOUR BUSINESS " FILL OUT THE FORM AND FOLLOW THE INSTRUCTIONS.  DEAR SUPPLIER: " A PROPERLY COMPLETED CERTIFICATE OF ORIGIN, NAFTA CERTIFICATE (CUSTOMS FORM 434) IS REQUIRED TO BE INCLUDED WITH THE SHIPPING DOCUMENTS FOR THE MATERIAL ON THIS ORDER. "  FOR DELPHI ENERGY & CHASSIS DIVISION ROUTING						08/20/05 N 0.00%	46.5000	PKG

CONTINUE PAGE

A002038 USER OSCAR MAGANA



This is in response to your request for delivery information concerning the shipment listed below.

~~Handwritten signature~~

Thank you for giving us this opportunity to serve you.

Tracking results provided by UPS: Nov 22, 2005 6:19 P.M. Eastern Time (USA)

025285

1

Check/Credit Memo No:

# PURCHASE ORDER

JMS41546

DELPHI AUTOMOTIVE SYSTEMS  
DELPHI-E  
32 CELERITY WAGON  
EL PASO TX  
79906

SHIP TO:

EQUIPMENT & TOOLING  
48 WALTER JONES  
DOCKS 87 & 88  
EL PASO TX  
79906

US

US

VENDOR NUMBER 83-805-5382  
EL PASO HEATER & SUPPLY CO  
12025 ROJAS DR STE I  
EL PASO TX  
79936

INVOICE TO:

NO INVOICES REQUIRED TO ACCTS  
PAYABLE UNLESS OTHERWISE  
STATED ON PO OR RELEASE

\*\*\*\*\*

39440

US

THIS ORDER IS NOT BEING MADE WITH ACCEPTED ACCEPTANCE SHOULD BE RETURNED TO THE SELLER WITHIN 10 BUSINESS DAYS OF THE DATE OF THE PURCHASE ORDER. THE SELLER SHALL BE RESPONSIBLE FOR THE DELIVERY OF THE GOODS TO THE BUYER. THE BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE INVOICE. THE SELLER SHALL BE RESPONSIBLE FOR THE DELIVERY OF THE GOODS TO THE BUYER. THE BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE INVOICE.

9158553386

PHONE: 915-612-7037

B. FIERRO

BUYER

ORDER DATE

05/13/05

ALTERNATION ISSUE DATE

ALTERNATION EFFECTIVE DATE

BUYING AGENT

PAYMENT TERMS		2ND DAY OF 2ND MONTH		FOB COLLECT		DELPHI E&M CALL 800-805-9433	
ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NUMBER	QUANTITY	DESCRIPTION	DATE REQUIRED	TAX CODE / %	UNIT OF MEASURE
00001	3	PR137336 001		THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES)			PC
				<p>**THIS IS A CONFIRMING ORDER DO NOT DUPLICATE** CONFIRMED WITH: DIEGO GAMEZ</p> <p>TERMOCOUPLE FOR MOLDING MACHINE CINCINNATI WHO ORDERED: JAVIER VAZQUEZ</p> <p>05/26/05 N 0.00%</p> <p>FOR DELPHI ENERGY &amp; CHASSIS DIVISION ROUTING INSTRUCTIONS, PLEASE CALL MENLO LOGISTICS AT (800)805-9433 FOR DOMESTIC SHIPMENTS AND CALL DELPHI E &amp; C DIVISIONAL LOGISTICS AT (248)813-4462 FOR INTERNATIONAL SHIPMENTS. YOU AS A SUPPLIER MAY REQUEST A ROUTING SET UP LETTER TO THE ABOVE MENTIONED CONTACTS FOR ANY ORDERS IF APPLICABLE. XX EFT &amp; MANUAL PAYMENTS. SELLER AGREES TO PAYMENT TERMS ACCORDING TO THEIR CURRENT EFT PAYMENT AGREEMENT OR, WHERE EFT IS NOT IN PLACE, GM MAY DEFER MAKING PAYMENT BY PAPER CHECK DURING ANY RECOGNIZED GM HOLIDAY UNTIL THE NEXT GM BUSINESS DAY WITHOUT BEING IN DEFAULT OR LOSING ANY CASH DISCOUNTS. XX SELLER REPRESENTS THAT GOODS PURCHASED UNDER THIS</p>			
						80.0000	PC

A001957 USER BRENDA O FIERRO

CONTINUE PAGE

2

Pg 24 of 31



This is in response to your request for delivery information concerning the shipment listed below.

[illegible]

Thank you for giving us this opportunity to serve you.

Tracking results provided by UPS: Nov 22, 2005 6:20 P.M. Eastern Time (USA)

1

Subtotal	1,290.00
Sales Tax	
Freight	
Total Invoice Amount	1,290.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>1,290.00</b>

PURCHASE ORDER

DELPHI AUTOMOTIVE SYSTEM  
EQUIPMENT & TOOLING  
48 WALTER JONES  
DOCKS 87 & 88  
EL PASO TX  
79906

SHIP TO:

DELPHI PACKARD ELECTRIC SYSTEMS  
DELPHI AUTOMOTIVE SYSTEMS  
DELPHI-E  
32 CELERITY WAGON  
EL PASO TX  
79906

VENDOR NUMBER 83-805-5382  
EL PASO HEATER & SUPPLY CO  
12025 ROJAS DR STE I  
EL PASO TX  
79936

US  
\*\*\*\*\*  
NO INVOICES REQUIRED TO ACCTS  
PAYABLE UNLESS OTHERWISE  
STATED ON PO OR RELEASE  
\*\*\*\*\*

INVOICE TO:

US  
39440

THIS ORDER IS NOT BINDING UNTIL ACCEPTED. ACCEPTANCE SHOULD BE EXECUTED ON ACKNOWLEDGEMENT COPY  
OF THIS ORDER. THE REVERSE SIDE HEREOF ARE THE TERMS AND CONDITIONS TO WHICH SELLER AGREES BY ACCEPTANCE  
OF THIS ORDER. INCLUDING THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF. CONTAINS THE  
COMPLETE AND FINAL AGREEMENT BETWEEN BUYER AND SELLER AND NO OTHER AGREEMENT IN ANY WAY  
MODIFYING ANY OF SAID TERMS AND CONDITIONS WILL BE BINDING UPON THE BUYER UNLESS MADE IN WRITING AND  
SIGNED BY BUYERS AUTHORIZED REPRESENTATIVE. CONTRACT NUMBER IS SHOWN HEREON. ADDITIONAL TERMS AND CONDITIONS ATTACHED  
HERE TO APPLY.

FOB DESTINATION UNLESS OTHERWISE INDICATED  
FOB SHIPPING POINT

PAYMENT TERMS  
NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NUMBER	NOUN NAME	DESCRIPTION	DATE REQUIRED	TAX CODE / %	SHIP VIA	DELPHI E&M CALL 800-805-9433	PRICE MULTIPLE	UNIT OF MEASURE
00001	1	000460173	ZMOLRENG #-XRC-1187 INCOE HOT BUSHING WHO ORDERED: 35A	THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES)  ** THIS IS A CONFIRMING ORDER DO NOT DUPLICATE ** CONFIRMED WITH: DIEGO GAMEZ  SHIPPING INSTRUCTIONS: PLEASE CALL UPS AT 800-354-7527 AND SCHEDULE PICKUP. PLEASE SEND CONSIGNEE GROUND. NO ACCOUNT INFORMATION IS NEEDED.	09/28/05	N 0.00%			1290.0000	PC
00002	1	000199620	ZMOLRNW #-018891 HAYDEN SHELL AND TUBE HEAT EXCHANGER MOD.#HW318C44 30 TON MOLDING MACHINES WHO ORDERED: 35A		07/30/05	N 0.00%			485.0000	PC

\*\*\*\*\* ATTENTION ALL SUPPLIERS \*\*\*\*\*  
YOU CAN NOW VIEW PAYMENT STATUS ON-LINE USING  
E-DACOR. LOG ONTO THE DELPHI SUPPLIER PORTAL AT  
(HTTP://DELPHI.COVISINT.COM) FOR FREE REGISTRATION.  
CLICK ON THE REGISTRATION TAB, GO TO REGISTRATION

Dear Customer,

**Tracking Number:** 1Z 18E W91 03 5367 472 1  
**Reference Number(s):** PO JMS42764, EPH25356, PO JMS42764, EPH25356  
**Service Type:** GROUND  
**Package Weight:** 2.00 Lbs  
**Shipped or Billed on:** Sep 28, 2005  
**Delivered on:** Sep 29, 2005 10:16 A.M.  
**Delivered to:** EL PASO, TX, US  
**Signed by:** AGUILAR

Signed by: AGUILAR

Location: RECEIVER

Thank you for giving us this opportunity to serve you.

Sincerely,  
United Parcel Service

Tracking results provided by UPS: Nov 22, 2005 6:21 P.M. Eastern Time (USA)

# Invoice

Invoice Number:

025359

Invoice Date:

Sep 29, 2005

Page:

1

El Paso Heater & Supply Co.  
12025 Rojas Dr. Ste. I  
El Paso, TX 79936  
United States

Voice: 915-855-8191

Fax: 915-855-3386

Duplicate

## Sold To:

Delphi Automotive Systems S.A de CV  
P.O BOX 981012  
Accounts Payable  
El Paso, TX 79998-1012

## Ship to:

DELPHI AUTOMOTIVE SYSTEM E&T  
48 WALTER JONES BLVD.  
BLDG "B", DOCK 87, 88  
EL PASO, TX 79906

Customer ID	Customer PO	Payment Terms	
DEL100	JMS42899	Net 40 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
075-SR	UPS COLLECT RED		11/8/05

Quantity	Item	Description	Unit Price	Extension
5.00		MB1J2AN3-B WATLOW MI INSULATED HEATER BAND 240V/900W  REQ: MANUEL HERRERA X 42827	96.00	480.00

	Subtotal	480.00
	Sales Tax	
	Freight	
	Total Invoice Amount	480.00
Check/Credit Memo No:	Payment/Credit Applied	
	<b>TOTAL</b>	480.00

2  
CONTINUE PAGE

A002056 USER BRENDA O FIERRO



This is in response to your request for delivery information concerning the shipment listed below.

[illegible]

Thank you for giving us this opportunity to serve you.

Tracking results provided by UPS: Nov 22, 2005 6:24 P.M. Eastern Time (USA)